

**IN THE CIRCUIT COURT OF COLE COUNTY
STATE OF MISSOURI**

STATE OF MISSOURI, ex rel. JEREMIAH W. (JAY)
NIXON, Attorney General

Plaintiff.

v.

Amega Holdings, Inc. f/k/a
Amega Mobile Home Sales, Inc.
111 Eastside Drive
Ashland, MO 65010

Defendant.

Serve: Thomas M. Harrison, Registered Agent
1103 East Broadway, Suite 101
Columbia, MO 65201

**MOTION FOR ENFORCEMENT OF ASSURANCE OF
VOLUNTARY COMPLIANCE AND PETITION FOR CIVIL PENALTIES**

COMES NOW the State of Missouri as Plaintiff in this action, by and through its Attorney General Jeremiah W. (Jay) Nixon and his assistants Peter Lyskowski and Zora Mulligan, and states as follows:

PARTIES

1. Jeremiah W. (Jay) Nixon is the duly elected, qualified, and acting Attorney General of the State of Missouri. The Attorney General brings this action in his official capacity pursuant to Chapter 407, RSMo.

2. Defendant Amega Holdings, Inc., (hereinafter “Amega”) is a Missouri close corporation located at 111 Eastside Drive, Ashland, Missouri 65010.

3. Defendant Amega Holdings, Inc., was incorporated under the name Amega Mobile Home Sales, Inc., on April 13, 1984. Amega Mobile Home Sales, Inc., changed its name to Amega Holdings, Inc., between 2000 and 2001.

4. The officers of Amega Holdings, Inc., are Greg DeLine, president; Rose Grant, vice-president; and Kelly DeLine, secretary.

5. Greg DeLine is the sole member of the board of directors of Amega Holdings, Inc.

6. Defendant Amega Holdings, Inc., continues to do business under the name Amega Mobile Home Sales, Inc. Amega Mobile Home Sales, Inc., is located at 111 Eastside Drive in Ashland, Missouri 65010, and is a manufactured home dealer.

JURISDICTION

7. Plaintiff hereby incorporates by reference all of the allegations contained in paragraphs 1 through 7 above as if fully set forth herein.

8. The Circuit Court has jurisdiction pursuant to § 407.030.2, RSMo 2000, which provides:

2. Any person who violates the terms of an assurance of voluntary compliance entered into under subsection 1 of this section shall forfeit and pay to the state a civil penalty of not more than two thousand dollars per violation. For the purposes of this subsection, the circuit court of a county approving an assurance of voluntary compliance shall retain jurisdiction, and the attorney general acting in the name of the state may petition for recovery of civil penalties under this subsection.

VENUE

9. Plaintiff hereby incorporates by this reference all of the allegations contained in paragraphs 1 through 9 as if fully set forth herein.

10. Venue lies in the Circuit Court of Cole County, Missouri, because the Assurance of

Voluntary Compliance was filed in the Circuit Court of Cole County, which maintains jurisdiction pursuant to § 407.030, RSMo 2000.

FACTS COMMON TO ALL COUNTS

11. On August 22, 2000, Plaintiff (also referred to as “Petitioner”) and Defendant entered into a “Stipulation and Assurance of Voluntary Compliance” (hereinafter “AVC”) pursuant to § 407.030, RSMo 2000

12. A copy of the AVC, with its Exhibits A and B, is attached as Exhibit 1 and incorporated by reference as if fully set forth herein.

13. The AVC was filed in Cole County Circuit Court on September 15, 2000.

14. By paragraph 7 of the AVC, the terms of the AVC are applicable to Defendant, its agents, representatives, employees, independent contractors, successors, and assigns. All such individuals and entities are collectively referred to in the AVC and hereinafter in this Petition as “Amega.”

15. The terms of the AVC require Defendant to comply with specific provisions of the Missouri Merchandising Practices Act in all manufactured home sales in which Defendant assumes a consumer’s existing loan on a manufactured home that is traded in. Paragraph 10 of the AVC requires Defendant to:

a. Disclose to each consumer whose loan is being assumed the terms and conditions under which Amega is assuming the loan, including the fact that Amega will be responsible for making all payments on the old loan and the fact that Amega may choose not to pay the loan off in full upon taking possession, but rather continue to make monthly payments on the loan;

b. Disclose to the consumer that the consumer remains legally responsible to the lender for any existing loan assumed by Amega;

c. Disclose to the lender within ten days from the date the old manufactured home is traded in that Amega is assuming responsibility for the old loan and will make all payments on said loan;

d. Make all payments on the existing loan in a timely manner, make all payments for any late charges incurred as a result of Amega failing to make a timely payment, and take all necessary steps to repair any injury to a consumer's credit incurred as a result of Amega's failure to make timely payments on the existing loan. With respect to any complaints received by Petitioner concerning late payments, Petitioner shall provide Amega with thirty days in which to bring its payments up to date before taking any action to enforce the AVC;

e. Make payments on the old loan in full within thirty days of notification if the lender objects to the transfer of the old loan or otherwise accelerates payments owed on the loan;

f. Insure the old manufactured home for its full market value to the satisfaction of the lender.

DEFENDANT'S PRACTICES

16. Upon information and belief, Defendant or its agents, representatives, employees, independent contractors, successors, and assigns have failed to disclose to consumers, through the use of Exhibit A to the AVC or any similar document, the terms and conditions of the loan assumption as required by paragraph 10 (a) of the AVC.

17. Upon information and belief, Defendant or its agents, representatives, employees, independent contractors, successors, and assigns have failed to disclose to consumers, through the use of Exhibit A to the AVC or any similar document, that they remained legally responsible to the lender for any existing loan assumed by Defendant, as required by paragraph 10 (b) of the AVC.

RELIEF

WHEREFORE, Plaintiff prays this Court order the following relief:

18. An Order of this Court compelling Defendant to pay the State a civil penalty of two thousand dollars per violation of the AVC the Court finds to have occurred.

19. An Order of this Court compelling Defendant to pay all court, investigative, and prosecution costs of this case.

20. Any further relief the Court deems just and equitable in this action.

Respectfully Submitted,

JEREMIAH W. (JAY) NIXON
Attorney General

PETER LYSKOWSKI
Assistant Attorney General
Missouri Bar No. 52856

ZORA Z. MULLIGAN
Assistant Attorney General
Missouri Bar No. 54990

P.O. Box 899
Jefferson City, MO 65102
(573) 751-3321

ATTORNEYS FOR PLAINTIFF

VERIFICATION

I, _____, being first duly sworn upon my oath, do hereby state that the above and foregoing allegations of fact are true and correct, to the best of my knowledge and belief.

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 2004.

Notary Public

My Commission Expires:
